

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

**IMPULSE IMPORTS d/b/a IMPORT  
IMAGES, et. al.**

## Plaintiffs

**V.**

**GLOBAL PRINTS, INC. d/b/a CAMPUS  
SALES, et. al.**

**Defendants.**

**Civil Action No. 05-11691 RCL**

STIPULATION effective this 5th day of April 2006, between by and between

Impulse Imports d/b/a Import Images (hereinafter “Impulse” or “Plaintiff”), Pyramid Posters Limited (hereinafter “Pyramid” or “Plaintiff”), Fifty-Six Hope Road Limited (hereinafter “Fifty-Six Hope Road” or “Plaintiff”), Sheffield Enterprises, Inc., (hereinafter “Sheffield” or “Plaintiff”), Lions Gate Entertainment, Inc. (hereinafter “Lions Gate” or “Plaintiff”), Artisan Pictures, Inc. (hereinafter “Artisan” or “Plaintiff”), James Dean Inc. (hereinafter “Dean, Inc.” or “Plaintiff”), James Dean Foundation (hereinafter “Dean Foundation” or “Plaintiff”), Anthill Trading, Ltd. LLC (hereinafter “Anthill” or “Plaintiff”), Pearl Jam, LLC (hereinafter “Pearl Jam” or “Plaintiff”), End of Music, LLC (hereinafter “End of Music” or “Plaintiff”), Radiohead Trademark Limited Corp. (hereinafter “Radiohead” or “Plaintiff”), Orion Pictures Corp. (hereinafter “Orion” or “Plaintiff”), a subsidiary of Metro-Goldwyn-Mayer, Inc. (hereinafter “MGM” or “Plaintiff”), Universal Studios, Inc. (hereinafter “Universal” or “Plaintiff”), and Museum Masters International (hereinafter “Museum Masters” or “Plaintiff”) a division of ArtMerchandising & Media Inc., (hereinafter all Plaintiffs collectively as “Plaintiffs”) and

Global Prints, Inc. d/b/a Campus Sales and Paul Kennedy, (hereinafter collectively “Defendants”).

WHEREAS, litigation was commenced in the United States District Court for the District of Massachusetts entitled: Impulse Imports, et. al. v. Global Prints., et.al., C.A. NO. 05-11691 RCL , in which Plaintiffs alleged, *inter alia*, that Defendants infringed upon certain of the Plaintiffs’ intellectual property rights in and to various musical entertainers, artists, films, performers and famous photographs by using same on posters for sale by Defendants (the “Action”); and

WHEREAS, the District Court on August 16, 2005 issued a temporary restraining order and an ex-parte seizure order authorizing the seizure of any posters containing the Plaintiffs’ intellectual property rights (the “Seized Items”); and

WHEREAS, the Plaintiffs and the Defendants desire to resolve their dispute in an amicable fashion and on the terms set forth in this stipulation;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. (A) The Defendants agree not to knowingly make any unauthorized use of the intellectual property rights presently held by or subsequently acquired by the Plaintiffs on any posters that are manufactured, distributed and/or offered for sale by Defendants. Such prohibition is worldwide.

(B) Nothing in this Agreement shall preclude the Defendants from selling merchandise or other goods bought from a third party authorized to use the intellectual property rights in connection with the merchandise so purchased.

(C) The Defendants expressly consent to the entry of a permanent injunction by this Court in the form annexed hereto as Exhibit “A.”

(D) The Defendants further expressly consent to the release of the replevin bond posted with the Court as security for the seized items. Annexed hereto as Exhibit "B" is a proposed order releasing the replevin bond.

2. All Seized Items, excluding only the authorized Salvador Dali prints, shall be disposed of by Defendants by incineration or as otherwise agreed to by the Parties. Any authorized Salvador Dali prints shall be returned to Defendants at Defendants' sole cost and expense.

3. Upon entry of the permanent injunction and the release of the replevin bond by the United States District Court, the within litigation shall be dismissed with prejudice by the Court. Annexed hereto as Exhibit "C" is a Stipulation of Dismissal.

4. This Court shall retain jurisdiction in order to enforce all terms of a Settlement Agreement entered into between the Parties in this matter. A true copy of the Order Retaining Jurisdiction is annexed hereto as Exhibit "D".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Respectfully submitted,  
Impulse Imports d/b/a Import Images, et. al.,

  
TIMOTHY J. ERVIN, BBO #567042  
JOHN F. GALLANT, BBO #547951  
GALLANT & ERVIN, LLC  
One Olde North Road, Ste. 103  
Chelmsford, MA 01824  
Tel: (978) 256-6041  
Fax: (978) 256-7977  
Email: [tim@gallant-ervin.com](mailto:tim@gallant-ervin.com)  
[john@gallant-ervin.com](mailto:john@gallant-ervin.com)

Global Prints, Inc. d/b/a Campus Sales  
Paul Kennedy,

  
DAVID M. IANELLI  
GADSBY & HANNAH, LLP  
225 Franklin Street  
Boston, MA 02110  
Tel: 617-345-7044  
Fax: 617-204-8044  
Email: [dianelli@ghlaw.com](mailto:dianelli@ghlaw.com)

# EXHIBIT "A"

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

**IMPULSE IMPORTS d/b/a IMPORT  
IMAGES, et. al.**

## Plaintiffs

**V.**

**GLOBAL PRINTS, INC. d/b/a CAMPUS  
SALES, et. al.**

**Defendants.**

**Civil Action No. 05-11691 RCL**

**ORDER PERMANENT INJUNCTION**

This cause has come before the Court upon the application of the Parties for entrance of a Permanent Injunction. Being fully advised, the court

ORDERS, ADJUDGES and DECREES that the Defendants, and any of their officers, agents, servants, employees or representatives, themselves or in participation with any other entity, affiliation, or arrangement in which the Defendants have either a direct or indirect interest, hereby are permanently restrained and enjoined from knowingly:

(a) Importing into or exporting from the United States, its territories or possessions, any goods which bear an unauthorized copy of any of the Plaintiffs trademarks and/or copyrights or any confusingly similar variations thereof (hereinafter, “Infringing Goods”):

(b) Exporting from or importing into any foreign country any Infringing Goods;

(c) Participating in the manufacture, assembly, distribution or sale of any Infringing Goods;

(d) Infringing Plaintiffs' established proprietary rights in their licensed trademarks and copyrights and all protectable variations thereof, by further promoting, advertising, publishing or offering for sale any Infringing Goods;

(e) Otherwise infringing Plaintiffs' established proprietary rights at common law in any of the trademarks which are the subject matter of this action;

(f) Competing unfairly with Plaintiffs in any manner by continued use or sale of Infringing Goods;

(g) Competing unfairly with Plaintiffs by passing off Infringing Goods as genuine goods of Plaintiffs; and

(i) Buying, selling or in any way dealing with any Infringing Goods.

DONE and ORDERED in chambers at the United States District Courthouse,

\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
U.S. DISTRICT JUDGE

cc: Counsel of Record

# EXHIBIT "B"

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

**IMPULSE IMPORTS d/b/a IMPORT  
IMAGES, et. al.**

## Plaintiffs

V.

**GLOBAL PRINTS, INC. d/b/a CAMPUS  
SALES, et. al.**

**Defendants.**

**Civil Action No. 05-11691 RCL**

## ORDER RELEASING REPLEVIN BOND

This cause having come before the Court upon the application of the Parties to this action for an Order releasing the replevin bond, said Bond having been filed with the Court in the above-captioned matter and the Court being fully advised,

## ORDERS, ADJUDGES and DECREES that

In light of the settlement of all claims reached by the Parties, the replevin bond posted as security by Plaintiffs as required under 15 U.S.C. 1116 (d) is hereby released to the Plaintiffs.

DONE and ORDERED in chambers at the United States District Courthouse,

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

U.S. DISTRICT JUDGE

cc: Counsel of Record

# EXHIBIT "C"

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IMPULSE IMPORTS d/b/a IMPORT  
IMAGES, et. al.

Plaintiffs

v.

GLOBAL PRINTS, INC. d/b/a CAMPUS  
SALES, et. al.

Defendants.

Civil Action No. 05-11691 RCL

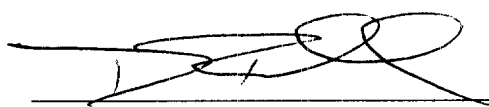
**STIPULATION OF DISMISSAL**

Now come the parties to the above-captioned matter and move this Court pursuant to Fed. R. Civ. P. 41 (a) (1) (ii) to dismiss this action with prejudice, without costs and waiving all rights of appeal.

Respectfully submitted,  
Impulse Imports d/b/a Import Images, et. al.,

  
TIMOTHY J. ERVIN, BBO #567042  
JOHN F. GALLANT, BBO #547951  
GALLANT & ERVIN, LLC  
One Olde North Road, Ste. 103  
Chelmsford, MA 01824  
Tel: (978) 256-6041  
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[john@gallant-ervin.com](mailto:john@gallant-ervin.com)

Global Prints, Inc. d/b/a Campus Sales  
Paul Kennedy,

  
DAVID M. IANELLI  
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Boston, MA 02110  
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Fax: 617-204-8044  
Email: [dianelli@ghlaw.com](mailto:dianelli@ghlaw.com)

# EXHIBIT "D"

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

**IMPULSE IMPORTS d/b/a IMPORT  
IMAGES, et. al.**

## Plaintiffs

**V.**

**GLOBAL PRINTS, INC. d/b/a CAMPUS )**  
**SALES, et. al. )**

**Defendants.**

**Civil Action No. 05-11691 RCL**

## ORDER

This cause having come before the Court upon the application of the Parties to this action pursuant to a Stipulation reached by the Parties for the entry of an Order dismissing this matter as between the Parties upon and in accordance with the Stipulation and the Exhibits thereto, and the Court being fully advised,

## ORDERS, ADJUDGES and DECREES that

Judgment shall be entered dismissing this action upon the terms and in accordance with the Parties' Stipulation, and further that this Court shall retain jurisdiction to enforce the terms of the Stipulation, and its exhibits, including but not limited to the Parties' Settlement Agreement.

DONE and ORDERED in chambers at the United States District Courthouse,

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

U.S. DISTRICT JUDGE

cc: Counsel of Record

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**CERTIFICATE OF SERVICE**

I, Timothy J. Ervin, hereby certify that on this 10 day of April 2006, I have served a true copy of the foregoing documents on all counsel of record by causing a copy of the same to be delivered either by mail to:

David M. Ianelli, Esq.  
Gadshy & Hannah, LLP  
225 Franklin Street  
Boston, MA 02110

A handwritten signature in black ink, appearing to be 'TJ Ervin', written over a horizontal line.

Timothy J. Ervin